

EXHIBIT NO. 1

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

DANIEL MILLS,

Plaintiff,

v.

STILLWATER PROPERTY & CASUALTY
INSURANCE COMPANY,

Defendant.

No.:

COMPLAINT

(Breach of Insurance Contract)

Prayer Amount: \$79,480

(Not Subject to Mandatory
Arbitration)

REQUEST FOR JURY TRIAL

COMES NOW Plaintiff Daniel Mills, represented by the undersigned, and
alleges as follows:

FIRST CLAIM FOR RELIEF
(Breach of Insurance Contract – Express Terms)

1.

Plaintiff Daniel Mills (“Plaintiff”) is, and at all times material to this action
was, a resident of Oregon and the owner of real and personal property located
at 7916 N Clarendon Avenue, Portland, Oregon (the “property”).

/ / /

/ / /

1 2.

2 Defendant Stillwater Property & Casualty Insurance Company
3 (“Defendant”) is, and at all times material to this action was, a corporation
4 domiciled in the state of Florida, authorized to conduct the business of
5 insurance in Oregon, and regularly conducting the business of insurance in
6 Multnomah County, Oregon.

7 3.

8 Defendant issued a policy of homeowners insurance, policy number
9 CP3006725 (the “Policy”), to Plaintiff. The Policy was issued for valuable
10 consideration in the form of premiums, which were paid in full by Plaintiff.

11 4.

12 Pursuant to the Policy, Defendant insured the property and agreed to
13 indemnify and reimburse Plaintiff for certain losses and expenses, including
14 damage to the dwelling and its contents, and expenses incurred by Plaintiff for
15 repairs and maintaining a normal standard of living while damage was being
16 repaired or replace.

17 5.

18 On or about December 1, 2014, while the Policy was in full force and
19 effect, a fire damaged or destroyed the property (the “fire”).

20 6.

21 The losses sustained by Plaintiff as a result of the fire fall within the
22 coverage provided by the Policy. Pursuant to the terms of the Policy, Plaintiff
23 sought indemnification and reimbursement for all damages, including expenses
24 incurred by Plaintiff as a result of the fire.

25 / / /

26 / / /

1 7.

2 Plaintiff has performed and satisfied all conditions precedent to recovery
3 under the Policy.

4 8.

5 Defendant acknowledged that the losses sustained by Plaintiff fall within
6 the coverage provided by the Policy, but refuses to fully indemnify and
7 reimburse Plaintiff, and has withheld from Plaintiff approximately \$79,480 in
8 indemnification and reimbursement owed to Plaintiff.

9 9.

10 Defendant's refusal to pay all of the indemnification and reimbursement
11 owed to Plaintiff in accordance with the express terms of the Policy constitutes
12 a breach of the insurance contract.

13 10.

14 As a result of Defendant's breach of the insurance contract, Plaintiff has
15 been damaged in the amount of not less than \$79,480.

16 11.

17 Plaintiff is entitled to recovery of attorney fees under ORS 742.061.

18 **SECOND CLAIM FOR RELIEF**
19 **(Breach of Insurance Contract – Implied Covenant)**

20 12.

21 Plaintiff realleges and incorporates by reference herein the allegations set
22 forth in paragraphs 1 through 10 above.

23 13.

24 Defendant failed to make payment, refused to make payment, and
25 delayed payment for covered losses that were caused by the fire, in violation of

26 / / /

1 the covenant of good faith and fair dealing implied in the insurance contract,
2 thus causing damages to Plaintiff.

3 14.

4 Defendant breached the implied covenant of good faith and fair dealing
5 by failing to properly investigate the loss, adjust the claim, and indemnify and
6 reimburse Plaintiff in a timely manner for all of the covered losses sustained,
7 and by mischaracterizing and misrepresenting the terms and conditions of the
8 Policy in correspondence with Plaintiff, inconsistent with and in hindrance of
9 the agreed-upon terms of the insurance contract and the objectively reasonable
10 expectations of the parties to the insurance contract, all of which caused and
11 resulted in additional damages to Plaintiff.

12 15.

13 It was foreseeable to Defendant that its breach of the implied covenant of
14 good faith and fair dealing would cause and result in damages to Plaintiff.

15 16.

16 As a result of Defendant's breach of the implied covenant of good faith
17 and fair dealing, Plaintiff has suffered damages as set forth in paragraph 10
18 above.

19 17.

20 Plaintiff is entitled to recovery of attorney fees under ORS 742.061.

21 WHEREFORE, Plaintiff prays for the following relief:

22 1. On Plaintiff's First Claim for Relief, for damages in an amount not
23 less than \$79,480;

24 2. For prejudgment interest at the legal rate from the time damages
25 were incurred;

26 3. For Plaintiff's attorney fees, costs and disbursements herein; and

1 4. For such other relief as the Court deems just and proper.

2 DATED: September 21, 2015

3
4 MALONEY LAUERSDORF REINER, PC

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12 Attorneys for Plaintiff Daniel Mills
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